



IRIS Software Limited - Hardware Terms and Conditions

For the avoidance of doubt the terms of the IRIS General Terms and Conditions shall apply to this Hardware Agreement in additions to the clauses and changes as detailed below. In the event that the definitions contained in these terms conflict with those in the IRIS General Terms and Conditions, the definitions contained herein shall take precedence.

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+ Section 1 Definitions

“**Acceptance Date**” means the date on which the Customer is deemed to have accepted the Order (at clause 5.4);

“**Client Document**” means the documentation provided by IRIS to the Customer containing information and materials relating to the Order and Hardware, where applicable;

“**Defect**” means an error in the Hardware that causes it to fail to operate substantially in accordance with the Documentation;

“Delivery” means the point in time where the Hardware reaches the client’s location.

“Documentation” means operating manuals, user instruction manuals, technical literature, and other related materials in human readable and/or machine-readable forms supplied by IRIS to the Customer;

“Equipment” means either (i) Your hardware or system/infrastructure on which the Software is accessed from; or (ii) means the hardware of the Concurrent Users on which the Software is installed or Your server for the computer configuration situated at the Location as may be specified in an Order;

“Hardware” means the hardware to be provided by IRIS as set out in the Client Document;

“Hardware Delivery Date” means the agreed date of delivery of the Hardware as set out in the Client Document;

“Hardware Fee” means the fee to be provided by the Customer for the purchase of the Hardware as set out in the Client Document;

“Hardware Warranty Period” as defined in Schedule 1; **“Location”** means the location where the Hardware is to be delivered and/or installed (as the case may be) as set out in the Client Document.

“Sub-Supplier” means any person, firm or company (other than IRIS) to whom is subcontracted any part of the services.

+ Section 2 Provision of Hardware

- 2.1 IRIS will, in consideration of the payment by the Customer of the Hardware Fee:
- 2.1.1 sell the Hardware to the Customer free from any encumbrances; and
 - 2.1.2 use reasonable endeavours to deliver the Hardware to the Location(s) on the Delivery Date(s). This date will be treated as an estimate only and time will not be of the essence.
- 2.2 If applicable and unless otherwise agreed between the parties in writing, IRIS will be responsible for providing and installing the Software on the Hardware at the Location.
- 2.3 The Customer shall pay the annual licence fees to IRIS on the dates and in the manner set out within the attached to the Client Document. The Terms and Conditions, along with the General Terms and Conditions must be signed and agreed before we will proceed with the initial install.
- 2.4 IRIS may utilise Sub-Suppliers for undertake any part of the services or supply of the Hardware provided that IRIS will not be relieved of its own obligations under this Agreement by permitting any Sub-Supplier to act on its behalf. IRIS will at all times remain primarily responsible and liable to the Customer for the conduct of Sub-Suppliers provided the customer is not in material breach of these terms.
- 2.5 You support services will be covered by a separate Support Level Agreement (SLA) with us. If required, IRIS may enter into a separate contract during the Term relating to the provision of support services not covered by this Agreement or redirect you to an appropriate third party to carry out such support services.

+ Section 3 Title and Risk

- 3.1 The title to the Hardware shall pass to the Customer on payment in full and in cleared funds of the Hardware Fee and any other sums which may then be due under this Agreement.

3.2 Risk in the Hardware shall pass to the Customer on delivery of the Hardware to the Location.

+ Section 4 Location Preparation

Where IRIS is also providing installation services:

- 4.1 The Customer shall at its own expense, unless otherwise specified in the Client Document, prior to delivery prepare the Location and provide the environmental and operational conditions in accordance with the advice of IRIS.
 - 4.2 The Customer shall provide all cabling and other equipment needed for the installation of the Hardware at the Locations, including any equipment needed to connect and interface the Hardware with any Customer Equipment.
 - 4.3 The Customer will be responsible for connecting any Hardware to the Equipment, with the co-operation of and/or performance of the services by IRIS.
 - 4.4 If in the reasonable opinion of IRIS it is necessary to remove or otherwise disconnect any of the Customer's existing computer or other equipment at the Location in order to carry out the installation of the Hardware, then the Customer shall permit, and obtain all necessary consents for, such removal and/or disconnection and shall give the Supplier all necessary assistance to enable such work to be carried out.
 - 4.5 The Customer shall at its own expense, unless otherwise specified in the Client Document, make good any area once any existing equipment has been removed.
 - 4.6 The Customer will not, without the prior written consent of IRIS, alter or interfere with the Hardware in any way and shall at all times remain in compliance with the manufacturer warranty. Any unlawful interference shall result in a voiding of the warranty.
 - 4.7 The Customer will provide at its own expense the following:
 - 4.7.1 adequate lifting or off-loading facilities and labour required for positioning of any Hardware, if necessary
 - 4.7.2 suitable protection of each part of the Hardware from the time of delivery
 - 4.8 The Customer will at all times ensure that the Location conforms with the environment conditions specified in any instructions related to the Hardware by the applicable date provided by IRIS or specified in the Client Document.
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+ Section 5 Delivery and Acceptance

- 5.1 Unless otherwise expressly agreed in writing and/or specified in the Client Document:
 - 5.1.1 IRIS shall deliver and install the Hardware at the Location(s) and shall endeavour to do so in accordance with the agreed Hardware Delivery Date(s); and
 - 5.1.2 Unless otherwise indicated to you, the Hardware Fee excludes the cost of delivery of the Hardware to the Locations by any method of transport selected by the Supplier.
- 5.2 Following any installation of the Hardware at the Location, IRIS will submit the Hardware (as appropriate) to the agreed or standard installation tests (if any) of the applicable manufacturers or suppliers concerned to ensure that the Hardware is in working order and ready for the Acceptance Tests (if any).

- 5.3 The Customer shall within forty-eight (48) hours of Installation of the Hardware notify IRIS in writing of any non-conforming aspect of the Hardware. Any failure to so within the period to notify IRIS shall be deemed an acceptance of the Hardware so installed. If IRIS confirms a Defect IRIS shall, at its option and expense, either repair or replace the non-conforming Hardware. If IRIS is unable to repair or replace a non-conforming Hardware, IRIS's sole liability and the Customer's exclusive remedy shall be for IRIS to refund to the Customer 100% of the Hardware Fees paid for that item of Hardware.
- 5.4 Acceptance of a Hardware item shall be deemed to have occurred on whichever is the earliest of:
- 5.4.1 the expiry of seven (7) days from the date of installation thereof to the Customer (unless the Customer has notified IRIS in accordance with clause 5.2); or
- 5.4.2 the use of that item of Hardware by the Customer in the course of its business
- (hereinafter referred to as the "**Acceptance Date**").
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+ Section 6 Warranty

- 6.1 IRIS warrants that the Hardware will be free from defects in materials, workmanship and installation for the Hardware Warranty Period.
- 6.2 As far as it is able IRIS will pass onto the Customer the benefit of any warranties given by any third party manufacturers in relation to any item of the Hardware.
- 6.3 If IRIS receives written notice from the Customer of any breach of the warranty in clause 6.1 then IRIS shall at its own expense and within a reasonable time after receiving such notice, repair or, at its option, replace the Hardware or such parts of it as are defective or otherwise remedy such defect provided that IRIS shall have no liability or obligations under the said warranty unless it shall have received written notice of the defect in question no later than the expiry of the Hardware Warranty Period. The title to the Hardware or any defective parts shall revert to IRIS upon the replacement of the Hardware or such defective parts.
- 6.4 IRIS shall have no liability or obligations under the said warranty other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to the Customer. The foregoing states the entire liability of IRIS, whether in contract or tort, for Defects in the Hardware notified to it after the Hardware Acceptance Date.
- 6.5 The warranty given in clause 6.1 does not however cover:
- 6.5.1 any part of the Hardware which has been modified without IRIS's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered; or
- 6.5.2 repair or parts replacement required as a result of causes other than ordinary use including without limitation accident, hazard, misuse or failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions; or
- 6.5.3 any performance, non-performance or effect of software supplied or approved by the Customer or
- 6.5.4 any damage found to be due to a customer action outside normal use.
- 6.6 IRIS does not give any warranty that the Hardware is fit for any particular purpose unless that purpose is specifically advised to IRIS in writing by the Customer and the IRIS confirms in writing that the Hardware can fulfil that particular purpose.
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+ Section 7 Customers Obligations

- 7.1 The Customer shall comply with its obligations under this Agreement.
- 7.2 The Customer undertakes to provide IRIS promptly with any information which IRIS may reasonably require from time to time to enable IRIS and its Sub-Suppliers to proceed without interruption with the performance of this Agreement.
- 7.3 IRIS will, to the extent reasonably practicable, give the Customer reasonable notice of any information or answers it requires in accordance with this Agreement and will notify the Customer if it considers the Customer to have failed to provide information or answers in accordance with this Agreement or if it has reason to suspect that any such information is inaccurate or incomplete.
- 7.4 The Customer shall, for the purposes of this Agreement, afford to IRIS's authorised personnel during normal working hours full and safe access to the Location and such other facilities as may be necessary for the Supplier to proceed uninterruptedly with the performance of this Agreement.
- 7.5 If IRIS is delayed or impeded or obliged to spend additional time or incur additional expenses in the performance of any of its obligations under this Agreement by reason of any act or omission of the Customer, its employees, agents, contractors or subcontractors (including the provision by any such person of any incorrect or inadequate data, information or instructions) then, notwithstanding anything else contained in this Agreement, the Customer shall pay IRIS for any additional time spent and expenses incurred by or on behalf of IRIS in carrying out such obligations and caused or rendered necessary by such act or omission and any target time specified for the performance by IRIS of any of its obligations shall be extended accordingly. All times, periods or dates shall be extended by a reasonable period if any delay or stoppage is caused by any act or omission of the Customer, its employees, agents or Sub-Suppliers or any matter beyond IRIS's control.
- 7.6 The provision of employees, Sub-Suppliers, and agents of IRIS to perform its obligations under this Agreement shall be at the discretion of IRIS.
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+ Section 8 Additional Termination Rights

- 8.1 Upon termination of this Agreement, howsoever arising, IRIS shall be entitled upon demand to the immediate return of any item of Hardware which remains in the ownership of IRIS and the Customer irrevocably authorises IRIS to enter any premises to recover such item of Hardware. Recovery of any item of Hardware shall not of itself discharge the Customer's liability to pay any outstanding invoices or amounts owing to IRIS.
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+ Section 9 Limit of Liability

- 9.1 IRIS General Terms and Conditions shall apply to these additional Hardware terms in full other than clause 9.2 which in relation to Hardware shall be reworded as follows:
- the total liability of IRIS, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract in relation to Hardware, shall in no circumstances exceed a sum equal the total value of the Hardware.
- 9.2 The Customer agrees that the express obligations and warranties in this Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise relating to anything supplied or services provided under or

in connection with this Agreement or any other IRIS terms document, including (without limitation) as to the condition, quality performance, satisfactory quality or fitness for purpose of the services, the Hardware or any part of them.

- 9.3 The Customer is responsible for the consequences of any use of the Hardware and acknowledges that IRIS will not be liable for any indirect or consequential loss, damage, cost of expense of any kind whatever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if IRIS has been advised of their possibility.